



**ALL INCORPORATED CITIES, EXCLUDING BONHAM, AND ALL OTHER NON-  
INCORPORATED AREAS ENCOMPASSED BY FANNIN COUNTY, TEXAS**

**REQUEST FOR PROPOSALS**

**FOR EMERGENCY MEDICAL SERVICES**

**RFP#2020-007**

**Submission Deadline Date: June 25, 2020**

## **I. Invitation to Submit Proposals**

By order, Commissioners' Court of Fannin County, Texas (the "County") is seeking proposals for emergency medical services for all incorporated cities (the "Entities"), excluding Bonham, and the non-incorporated areas of Fannin County, Texas (the "County") from interested and qualified parties (the "Proposers/Contractors") for the award of an ambulance agreement. This proposal is for the provision of emergency and non-emergency ambulance services for the incorporated cities, excluding Bonham, and all other non-incorporated areas encompassed by Fannin County, pursuant to the terms and conditions hereinafter set forth in or referred to in this Request for Proposal ("RFP").

This RFP is open to all qualified Proposers who meet the minimum qualifications and documentation of credentials requirements outlined in this RFP. The award shall be made at the sole discretion of the County to the Proposer who best displays evidence of satisfactory qualifications and responsibility to fully execute the requirements as set forth by the County. Evidence of qualification and responsibility shall be furnished by the Proposer as described in this RFP and will be reviewed by the County. The award shall not be made until the County has completed its investigation and verification of the Proposer's qualifications and financial viability.

The County reserves the right to reject any or all proposals and also reserves the right to decline the award to any or all Proposers. The submission of a proposal by any Proposer does not by implication or expression commit the County to enter into an agreement with that Proposer, or any Proposer. No agreement shall occur until the County has enacted a resolution formally approving such agreement and a written contract has been executed.

The successful Proposer shall serve as the Contractor to the County for a period of three (3) years, starting 10/01/2020. Earned extension potential are individual one (1) year extensions, on the same terms and conditions except with regards to the price/subsidy, which may be adjusted as set forth in the contract.

Proposals are to be submitted at a substantial level of detail and completeness to allow adequate evaluation by the County on a technical and financial basis. Proposals are expected to include details on organization, insurance coverage and qualifications to perform the contracted for services.

**A. Overview of System Design**

Fannin County is located in northeast Texas, and is bordered by the Red River and by Grayson, Collin, Delta, Hunt and Lamar Counties. The county seat, Bonham lies approximately 68 miles northeast of Dallas.

**B. Entities' Functional Responsibilities**

It is the goal of the County to ensure that reliable, high quality ambulance service exists on an uninterrupted basis, fully consistent with standards set forth in this RFP. To accomplish its responsibilities to the residents of the Fannin County and, the listed Entities (Section III: B)

1. Conduct periodic bidding of an emergency 9-1-1 ALS ambulance services, negotiates and executes contracts for ambulance service;
2. Employ contractual safeguards to guard against poor Contractor performance, service degradation or interruption for any reason, or service cutbacks by a "lame duck" Contractor;
3. Provide funding through tax subsidies to the provider;
4. Approve Provider rates through the bid process;

5. Require Provider to manage a reasonable collection practice, which indemnifies the County from all such collection efforts.

**C. Contractor's Functional Responsibilities**

Contractor provides and manages the delivery of ambulance services by meeting or exceeding the requirements of this RFP, including response time performance throughout the term of the contract.

The Contractor is responsible for the hiring of personnel, equipment maintenance, in-service training, coverage levels, and shift schedules. Numerous ancillary and support functions are also among the Contractor's responsibilities, such as maintaining compliance with insurance requirements, personnel recruitment, disaster readiness, inventory control, and other functions.

The list below of Contractor's responsibilities should be considered illustrative only and not complete. Along with other duties and responsibilities for providing 9-1-1 ALS ambulance services and non-emergency ambulance services, the Contractor shall:

1. Provide the necessary number of full time fully equipped ambulance vehicles;
2. Provide for 9-1-1 and non-emergency dispatch services;
3. Employ and manage all ambulance personnel required for said vehicles;
4. Provide or purchase all in-service training required of ambulance personnel;
5. Furnish all fuel, lubricants, maintenance, repairs, and insurance, for vehicles and equipment;
6. Maintain superior working relationships with first responders;
7. Maintain superior working relationships with law enforcement agencies;
8. Ensure courteous, professional, and safe conduct of all ambulance personnel, and other staff at all times;
9. Maintain personnel certifications and its ambulance provider's license(s);
10. Keep the County informed in a timely manner of all activities, issues, and policy/procedure modifications (internal and external) that may reasonably be expected to affect (positively or negatively) the County or the affected cities.

**D. Schedule of Events**

The following table provides information about the schedule for this procurement process at the time of the RFP release.

<b><u>Task</u></b>	<b><u>Beginning Date</u></b>
Issue RFP	May 19, 2020
Proposals Due	June 25, 2020
Committee Review	July 1, 2020
Committee Recommendations	July 13, 2020
Announcement	July 21, 2020
Contract Negotiations	August 1, 2020
Contract Start	October 1, 2020

Any time adjustments in the schedule after the release of this RFP will be provided in the form of a written addendum to the RFP sent to all persons who have been provided a copy of the RFP.

**II. Minimum Qualifications & Documentation of Credentials**

**A. Overview**

This section delineates the minimum qualifications that a Proposer must possess in order to submit a response under this RFP

There are two (2) key areas in which minimum qualifications must be established:

1. Previous experience in managing emergency services;
2. Financial depth and stability.

The County will determine if Proposer is qualified or not qualified to enter a contract through the procedure set forth in this RFP.

**B. Methods of Qualifications**

Should any group of entities submit a proposal as a joint venture, or should any Proposer intend to utilize a sub-Contractor to fulfill specified aspects of its obligations, any information presented that does not reflect the experience of the operational unit that is responsible for this proposal shall be so noted. In addition, Proposer shall provide information regarding the experience in each of the two (2) key areas for which minimum qualifications are to be established for every member of a joint venture or subcontractor that may be involved in fulfilling the provisions of the RFP.

Proposers shall provide the following:

A. Proposer shall provide one of the following: (A or B)

1. Documentary evidence that clearly demonstrates that the Proposer has experience managing an emergency 9-1-1 ALS ambulance service. Information provided should include a list of communities in which the service is operated, name(s) of the County and contact officer(s) or designated government contact person, the number of responses provided in each of the past two (2) years, and a brief description of the community and service provided. Information regarding medical and governmental contacts should include names, titles, addresses, and telephone and facsimile numbers. **Or**, documentation of existing sophisticated internal emergency services management systems and personnel that can facilitate its transition to managing such a service.
  
2. Proposer shall also provide information and documentation of existing management and supervisory strength (including senior management's involvement in operations) in order to demonstrate the organization's ability to manage such a program. The information provided should be in the form of names and resumes of existing management and supervisory personnel who will be directly responsible for providing services under this RFP.

**B. Demonstration of Financial Depth and Stability**

Proposer shall provide evidence that clearly documents the financial history of the organization and demonstrates that the Proposer has each of the following:

1. Financial capability to handle the expansion (including implementation and start-up costs) necessitated by the award of the contract and the expertise of billing Medicare and other third party payors. Proposer shall include copies of its financial statements for the most recent two (2) year period, (audited financial statements if available); and documentation of expertise in billing Medicare and other third party payors of ambulance services.
2. Provide evidence of existing insurance coverage applicable to handling and use of similar materials. Provide written verification of insurer's willingness to indemnify the Entities under the terms of the proposal.

**III. Service Area Summary and Background**

**A. Service Area**

The Proposer will submit a proposal to operate the 9-1-1 emergency and non-emergency ambulance service in all areas of Fannin County excluding the incorporated area of the city of Bonham.

**B. Specific Locations –**

<b>Area</b>	
Unincorporated County	Trenton
Leonard	Ector
Honey Grove	Gober
Dodd City	Ladonia
Telephone	Ivanhoe

Windom  
Bailey  
Randolph

#### **IV. Proposal Provisions**

##### **A. General Contractor Relationship**

Through this procurement, the County intends to hire a single contractor to provide all of the services specified in the RFP. Should a proposer intend to use one or more subcontractors to provide any of the contractor's responsibilities, including but not limited to, ambulance response/transportation, staffing, training, dispatch, fleet maintenance, or any similar services, the proposer must provide information about the subcontractor and its relationship to the proposer.

The inability or failure of any subcontractor to perform any duty or deliver contracted results will not excuse the primary contractor from any responsibility under the contract with the County.

##### **B. Scope of Services and Minimum Standards**

The contractor will provide all emergency and non-emergency ground ambulance service for the entire population of the Fannin County excluding the incorporated City of Bonham. The Contractor will warrant that it is a licensed emergency medical service provider with the Texas Department of Health and that it shall at all times maintain such license in full force and effect.

#### **Ambulance Coverage and Response Times**



*In the proposal the Proposer will show the methods and resources necessary to comply with the standards in this section. Including staffing and placement of MICU units.*

The Contractor will provide at least one 24 hour a day, 7 day a week ambulance located and stationed in the cities of Windom, TX and Leonard, TX with facilities maintained by Fannin County. The Contractor is responsible for providing back up services to these areas while the primary ambulance is on other responses.

The Contractor is responsible for providing non 9-1-1 ambulances services to Fannin County excluding the incorporated City of Bonham in compliance with the clinical and response time standards set forth in this RFP. There are a small number of non-emergency transports in the county that may not meet the federal guidelines for *medical necessity*. It will be the contractor's responsibility to facilitate these transports, either in a non-ambulance vehicle, or in an ambulance, billed to the patient as a *non-ambulance call*.

#### *Response Times*

Response times are a combination of dispatch operations and field operations. In this agreement into which it will enter, the County does not limit the Contractor's flexibility in the methods of providing 9-1-1 EMS service as long as the minimum coverage standard is met

1. Call Classification.

Contractor shall be primarily responsible for all 9-1-1 EMS classified calls within the County excluding the incorporated City of Bonham.

2. Emergency Assignments.

- a. The Contractor shall place a transport capable MICU ambulance at the scene of each life-threatening emergency request within a reasonable amount of time dependent on location.

- b. The Contractor shall transport the patient to the closest medical facility capable of delivering the care needed.

3. Response Time Exemptions

The Entities understand that isolated instances may occur in which the Contractor does not meet the stated performance specifications. However, a chronic failure to comply with the response time standards may constitute default of the contract. Chronic failure is defined as the failure of the Contractor to meet any reasonable response time in any three (3) out of five (5) consecutive calendar month period.

The Contractor shall maintain mechanisms for reserve production capacity to increase production should temporary system overload persist. However, it is understood that from time to time unusual factors beyond the Contractor's reasonable control affect the achievement of specified response time standards. These unusual factors are limited to unusually severe weather conditions or declared disasters as noted below. Equipment failure, traffic congestion, ambulance failure, dispatch error, or other causes shall not be grounds for granting an exception to compliance with the response time standard. No other causes of late response shall serve to justify exemption from response time requirements or late-run penalties unless specifically authorized by the Entities.

Exemptions shall be as follows:

- a. Requests occurring during a period of unusually severe weather conditions when such response time compliance is either impossible or could be achieved only at a greater risk to EMS personnel and the public than would result from a delayed response. The Contractor shall make such requests retrospectively of the event to the County.
- b. Requests during a declared disaster confirmed by the County, locally or in a neighboring jurisdiction, in which the Contractor is rendering assistance.

During such periods, the Contractor shall use best efforts to maintain primary coverage, while simultaneously providing disaster assistance as needed.

### **Communications and Dispatch**

*In the proposal the Proposer will show the methods and resources necessary to comply with the standards in this section. Include proposed level of training by dispatch personnel, CAD (if any), communication infrastructure, and record keeping capabilities.*

Contractor will utilize certified personnel for the handling and disbursement of all emergency and non-emergency calls on a 24 hour a day, 7 days a week basis. Standard industry radio communications, paging and alert capabilities will be used at all times.

The Contractor will put in place sufficient safeguards to ensure that dispatch personnel have the initial and on-going training, map knowledge and geographic understanding of the coverage area in Fannin County.

### **Personnel**

*In the proposal the Proposer will show the methods and resources necessary to comply with the standards in this section. Include number(s) and level of field staff proposed for this contract.*

All ambulance services will be provided at the advanced life support (ALS) level. Contractor shall staff each ambulance with certified emergency care providers in such number and with training and certification as required by the Texas Department of Health for Mobile Intensive Care Units.

### **Clinical**

*In the proposal the Proposer will show the methods and resources necessary to comply with the standards in this section. Include under separate cover one (1) copy of the proposed medical protocols.*

The Contractor will provide at all times an agreement that provides for a Medical Director, medical control, and medical protocols. These elements will be provided following the rules and regulations set forth by the Texas Department of Health.

The Contractor will be required to provide ongoing in service training program and a Quality Initiative program that at a minimum provides for retrospective chart review, and internal controls to insure protocol compliance.

### **Ambulance/Equipment and Supply**

*In the proposal the Proposer will show the methods and resources necessary to comply with the standards in this section. Include a complete list of vehicles proposed for this contract complete with vehicle type, year, and mileage. Describe your organization's vehicle maintenance program.*

The Contractor is fully responsible for the provisions, maintenance and replacement of vehicles and equipment necessary to fulfil the obligations of this contract. The Contractor shall provide ambulances that are licensed with the Texas Department of Health as a Mobile Intensive Care Unit (MICU). The Contractor will provide such vehicles and equipment in sufficient quantity and quality to ensure that no lapse in service exists during times of maintenance or vehicle/equipment failure.

### **Reporting Requirements**

*In the proposal the Proposer will show the methods and resources necessary to comply with the standards in this section.*

The Contractor will be required to submit regular reports to the Entities regarding elements of the provisions of ambulance services in the contracted areas. Upon contract award the parties will meet, confer, and agree on a format for such reporting. This reporting will encompass such

items as call volume and response time numbers, and quality assurance reporting. This required reporting will occur on a quarterly basis.

**First Responders and Mutual Aid**

*In the proposal the Proposer will show the methods and resources necessary to comply with the standards in this section.*

The Contractor is expected to develop strong working relationships with the other EMS providers, and the volunteer and municipal fire departments in Fannin County. Mutual Aid agreements shall be developed with other ALS providers to assist in coverage during times when the primary unit in an area is on another call. Using mutual aid doesn't excuse the Contractor from the response time requirements set forth in this RFP.

**V. General, Financial and Administrative Provisions**

**Terms and Renewal Provisions**

The term of the contract ultimately executed by the Proposer shall be for a period of three (3) years, commencing midnight September 30, 2020 and terminating midnight September 30, 2023 with the earned extension potential of individual one (1) year extensions, on the same terms and conditions except with regards to the price/subsidy which may be adjusted as set forth in the contract.

County shall evaluate the Contractor's performance and may elect to award extensions, subject to the following requirements:

1. Clinical and Response Time Performance Exceeding Requirements. Finding by the County that the clinical and response time performance of the Contractor has, in general, exceeded the minimum requirements set forth in this Request for Proposal, and

2. Substantial Compliance. Finding by the County that the Contractor substantially and consistently meets the various requirements of applicable federal, state and local laws, rules and regulations; and performance obligations of the agreement, and
3. Exceptional Performance. Finding by the County that the Contractor has met and/or exceeded all commitments made by the Contractor in its winning proposal.

### **Insurance**

*Proposer shall provide evidence of ability to meet all requirements described in this section.*

Throughout the term of the contract, and any extensions thereof, Contractor shall procure, pay for, and maintain the minimum insurance coverage and limits as provided for herein. This insurance shall be evidenced by delivery to the County of certificates of insurance written by one or more insurance companies with an A.M. Best rating of “A” or better, licensed to do business in the State of Texas and acceptable to the County. These insurance certificates shall list coverage and limits, expiration dates and terms of policies, and the names of all carriers issuing or reinsuring these policies. Insurance requirements shall remain in effect throughout the term of this Agreement. The following coverage shall be provided:

- 1) Commercial general liability insurance, including but not limited to, bodily injury property damage and personal injury, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, and annual aggregate. Coverage shall be on “an occurrence basis,” and the policy shall include broad form property damage coverage, and contracted liability and fire legal liability of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, unless otherwise stated by exception herein.
- 2) Professional medical liability insurance including errors and omissions with minimum limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, and an aggregate limit of no less than Two Million and 00/100 Dollars (\$2,000,000.00).

3) Automobile Liability with a One Million and 00/100 Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage of per occurrence, and

Worker's compensation coverage and policy, in compliance with the State of Texas. The Workers' Compensation policy must waive subrogation rights.

Policies other than the Workers' Compensation Insurance shall name the County, its agents and employees as additional named insured. County must receive at least thirty (30) days' prior written notice of any expiration, cancellation, non-renewal or material change in coverage of Contractor's insurance coverage. Nothing shall absolve Contractor of this requirement to provide notice.

Any program of self-insurance risk employed by the Contractor shall be subject to prior approval and on-going monitoring by the County and its legal counsel.

#### **Contractor Default and Provisions for Early Termination**

Conditions and circumstances that constitute default under the contract shall include the following:

1. Failure of the Contractor to operate the service in a manner consistent with federal, state and local laws, rules and regulations. Minor infractions of these ordinances, laws and related regulations will not constitute a breach;
2. Supplying the County with false or misleading information with regard to records, documents or data kept for the purposes of determining Contractor's performance under the terms of this proposal;
3. Deliberate and unauthorized scaling down of operations to the detriment of performance or level of service;
4. Chronic and persistent failures of the ambulance provider's employees to conduct themselves in professional manner, and to present a professional appearance to such extent that the County's name may be harmed;
5. Failure of the Contractor to provide data generated in the course of operations, including, but not limited to, patient report data, response time data, or financial data;

6. Failure of the Contractor to assist the County in its takeover after the declaration of a major breach of contract has been declared by the Contract Administrator;
7. Failure to substantially and consistently meet or exceed the various clinical response standards provided for in this RFP;
8. Excessive and unauthorized scaling down of operations to the detriment of performance during “lame duck” period;
9. Failure of the Contractor to maintain equipment in accordance with manufacturer or industry maintenance practices;
10. Making an assignment for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by a custodian, receiver or trustee for a substantial part of its property; or, commencing any proceeding relating to it under the bankruptcy, reorganization arrangements, readjustment of debt, dissolution or liquidation law or statute;
11. Chronic failure of the Contractor to meet response time requirements as set forth in the contract. Chronic failure shall be defined as three (3) of five (5) consecutive calendar months;
12. Failure to furnish key personnel of quality and experience as agreed;
13. Failure to submit reports and information under the terms and conditions outlined in this RFP;
14. Failure of the Contractor to maintain insurance in accordance with the agreement; and
15. Any other failure of performance required in this Agreement and which is determined by the Contract Administrator and confirmed by the Entities to constitute a default or endangerment to public health and safety.

## **VI. Submission of Proposals**

### **General Submission Information**

#### *1. Procurement Time Frames*



The schedule for the County's procurement is outlined in Section I, D of this RFP. Failure to comply with any time frames outlined in the Schedule of Events may result in automatic disqualification of the Proposer.

*2. Proposal Submission*

Electronic proposals will be accepted when emailed to [mcase@fanninco.net](mailto:mcase@fanninco.net). Written proposals that are hand delivered must be delivered to:

Purchasing Office

Michelle Case

200 East 1<sup>st</sup> Street

Bonham, TX 75418

If mailing written proposal, the mailing address is:

Michelle Case

County Purchasing Office

Fannin County Courthouse

101 E. Sam Rayburn Drive Suite 304

Bonham, TX 75418

**The County must receive the submission no later than 3:00 PM June 25, 2020.**

*3. Estimated Business Volumes*

Entities specifically makes no representations or warranties regarding the number of request for ambulance service, ambulance transports, quantities or length of long distance transfer services, or frequency of special event coverage that may be associated with this procurement. Any and all historical data on past volumes of business with the County's service area are provided mainly to illustrate the historical level of performance and not as a guarantee of future business volume. The County recognizes that proposers are experienced experts in the delivery of

emergency and non-emergency ambulance services, and therefore presumably better qualified than the County to predict ambulance transport volumes based upon population, demographics, and trends.

#### *4. Exceptions*

If an organization has questions regarding the RFP and its specifications, a request for clarification should be submitted to the Purchasing Agent to obtain a ruling on the matter before submitting the proposal.

#### *5. Withdrawals of Proposals*

No proposal may be withdrawn after submission.

#### *6. Proposal Cost and Ownership*

Each proposal prepared in response to this RFP shall be prepared at the sole cost and expense of the proposer, and with the express understanding that no claims against the County for reimbursement will be accepted. All proposals will become the property of the County and will not be returned to the proposer. The proposer should not include confidential information or trade secrets to be considered confidential since, subsequent to the selection and evaluation process, all accepted proposals will become public information. However, if such information is necessary to ensure a competitive proposal, then the proposer is to follow the guidelines for confidential information as discussed further in this section.

#### *7. Confidential Information*

Proposals made in response to this RFP may contain technical, financial or other data whose public disclosure could cause substantial injury to the Proposer's competitive position or

constitute a trade secret. To protect such data from disclosure, the proposer should specifically identify the pages of the proposal that contain confidential information by properly marking the applicable pages.

*8. Permits and Licenses*

The Contractor will be responsible for and hold any and all required federal, state, and local licenses required necessary to perform the duties under the contract. In addition, the Contractor will make all necessary payments for licenses and permits to conduct its business and duties under the contract. The Contractor will assure that all necessary renewals are made on time. The Contractor will be responsible for assuring that all of its personnel hold valid state and local certifications at all time to meet the contractor's responsibilities under the contract.

*9. Compliance with Laws and Regulations*

All services furnished by the contractor under the contract shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules and regulations.

**10. Pricing is to be submitted as an annual cost, payable in monthly increments.**

Proposals will be evaluated by a Selection Committee, which will include, at a minimum, the following members.

1. One Fannin County Commissioner
2. One member of the County Purchasing Department
3. County Judge

County legal advisors and consultants will provide technical support to the committee.

Investigations of Proposers' submission and services may be conducted as deemed necessary by the County. Such investigation could include a site visit should one be desired.

## **TEXAS ETHICS COMMISSION RULES**

### **CHAPTER 46 DISCLOSURES OF INTERESTED PARTIES**

#### **§ 46.1. Application**

(a) This chapter applies to section 2252.908 of the Government Code

(b) Section 2252.908 of the Government Code applies only to a contract of a governmental entity or state agency entered into after December 31, 2015, that meets either of the following conditions:

(1) The contract requires an action or vote by the governing body of the entity or agency; or

(2) The value of the contract is at least \$1 million.

(c) A contract does not require an action or vote by the governing body of a governmental entity or state agency if:

(1) The governing body has legal authority to delegate to its staff the authority to execute the contract

(2) The governing body has delegated to its staff the authority to execute the contract; and

(3) The governing body does not participate in the selection of the business entity with which the contract is entered into.

### § 46.3. Definitions

(a) “Contract” means a contract between a governmental entity or state agency and a business entity at the time it is voted on by the governing body or at the time it binds the governmental entity or state agency, whichever is earlier, and includes an amended, extended, or renewed contract.

(b) “Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

(c) “Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

(d) “Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

(e) “Intermediary,” for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) Receives compensation from the business entity for the person’s participation;
- (2) Communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) Is not an employee of the business entity or of an entity with a controlling interest in the business entity.

(f) “Signed” includes any symbol executed or adopted by a person with present intention to authenticate writing, including an electronic signature.

(g) "Value" of a contract is based on the amount of consideration received or to be received by the business entity from the governmental entity or state agency under the contract.

#### § 46.5. Disclosure of Interested Parties Form

(a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:

- (1) The name of the business entity filing the form and the city, state, and country of the business entity’s place of business;
- (2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;
- (3) The name of each interested party and the city, state, and country of the place of business of each interested party;
- (4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the services, goods, or other property used by the governmental entity or state agency provided under the contract; and
- (5) An indication of whether each interested party has a controlling interest in the business entity is an intermediary in the contract for which the disclosure is being filed, or both.

(b) The certification of filing and the completed disclosure of interested parties form generated by the commission’s electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed.

(c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the governmental entity or state agency receives the disclosure.

(d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.

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**Pursuant to Amended Texas Government Code Chapter 2270 in regards to House Bill 89, effective September 1, 2017, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a county) may not enter a contract with a company for goods and services unless contract contains written verification from the company that: (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. **Therefore the included House Bill 89 Verification shall be included within bid package or said bid shall not be c****

## Fannin County House Bill 89 Verification

I, \_\_\_\_\_ (Person name), the undersigned  
representative of \_\_\_\_\_ (Company or Business name)

\_\_\_\_\_ (hereafter referred to as company) being  
an adult over the age of eighteen (18) years of age, after being duly sworn by the  
undersigned notary, do hereby depose and verify under oath that the company named-  
above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

*Pursuant to Section 2270.001, Texas Government Code:*

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, the above-named person, who after by \_\_\_\_\_ me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

\_\_\_\_\_  
NOTARY SIGNATURE

\_\_\_\_\_  
Date

The undersigned hereby certifies that he has read, understands and agrees that acceptance by Fannin County of the bidder's offer by issuance of a purchase order and/or contract will create a binding contract. Further, he agrees to fully comply with documentary forms herewith made a part of this specific procurement.

Name of Company: \_\_\_\_\_



Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_ Bid valid for Sixty (60) days

**BID AFFIDAVIT**

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. The period of acceptance of this bid will be no more than sixty (60) calendar days from the date of the bid opening.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and

for the State of \_\_\_\_\_, on this day personally appeared

\_\_\_\_\_, who  
(Name)

after being by me duly sworn, did depose and say:

"I, \_\_\_\_\_ am a  
(Name)

duly authorized officer of/agent for \_\_\_\_\_;  
(Name of firm)  
and have been duly authorized to execute the foregoing  
on behalf of the said \_\_\_\_\_.  
(Name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of the goods/services bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Telephone # \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print name)

Signature: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above-named \_\_\_\_\_

\_\_\_\_\_ on

this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_ Notary Public in and for the State of \_\_\_\_\_

**FUNDING:** Funds for payment have been provided through the Fannin County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Fannin County fiscal year shall be subject to budget approval.

**LATE BIDS:** Bids received in County Purchasing office after submission deadline shall be returned unopened and will be considered void and unacceptable. Fannin County is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in Purchasing Office shall be the official time of receipt.

**ALTERING BIDS:** Bids cannot be altered or amended after submission deadline. Any alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**WITHDRAWAL OF BID:** A bid may not be withdrawn or cancelled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

**SALES TAX:** Fannin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

**BID AWARD:** Fannin County reserves the right to award bid as unit price or lump sum as it deems to be in the best interest of the County.

**CONTRACT:** This bid, when properly accepted by Fannin County, shall constitute a contract equally binding between the successful bidder and Fannin County. No different or additional terms will become part of this contract with the exception of a Change Order.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Fannin County Purchasing Agent.

**IF DURING the life of the contract, the successful bidder's net prices to other customers for commodities awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Fannin County.**

**CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.

**ETHICS:** The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Fannin County.

**EXCEPTION/SUBSTITUTIONS:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Fannin County Commissioners Court reserves the right to accept any and/or all/none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

**BID MUST COMPLY with all federal, state, county and local laws concerning this type of commodity (ies).**

**BIDDER SHALL PROVIDE with this bid response, all documentation required by this IFB. Failure to provide this information may result in rejection of bid.**

**SUCCESSFUL BIDDER SHALL defend, indemnify and hold harmless Fannin County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against Fannin County growing out of such injury or damages.**

**CONTRACT ADMINISTRATOR:** Under this contract, Fannin County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the Fannin County Purchasing Department (which has the overall contract administration responsibilities) and the successful bidder.

**IN ACCORDANCE** with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receipt and acceptance by the County of the merchandise ordered and of a valid invoice.

**WARRANTY:** Successful bidder shall warrant that all commodities shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**REMEDIES:** The successful bidder and Fannin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Fannin County, Texas.

**ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Fannin County.

**SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**Fannin County reserves the right to reject bids and refuse to contract with person (s) indebted to the County under LGC 262.0276.**

**ANY QUESTIONS** concerning this Invitation for Bid and Specifications should be directed to the Purchasing Department at (903) 583-0054, Michelle Case-Purchasing Agent.

**ANY BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED TO THE SENDER UNOPENED. THE FANNIN COUNTY COMMISSIONERS' COURT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS. EACH BID SUBMITTED MUST BE PROPERLY SIGNED.**

**PREFERENTIAL REQUIREMENT:** The County of Fannin, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Article 601g V.T.C.S.). Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided:

- 1.) Is your principal place of business in the State of Texas?      yes                      no
- 2.) If the answer to question 1 is "yes", no further information is necessary; if "no", please indicate:
  - a.) in which state your principal place of business is located:
  - b.) if that state favors resident bidders (bidders in your state) by some dollar increment or percentage:    yes    no

c.) if "yes", what is that dollar increment or percentage?

**HAVING READ AND UNDERSTOOD THE INSTRUCTIONS, TERMS, CONDITIONS, SPECIFICATIONS AND INVITATION TO BID, WE SUBMIT THE FOLLOWING IN RESPONSE TO FORMAL BID INVITATION AND HEREBY FURTHER AGREE TO PROVIDE TO THE COUNTY ANY AND ALL INVOICES IT MAY REQUIRE FOR PRICING VERIFICATION UNDER THIS CONTRACT:**

**Any questions concerning this bid are directed to Michelle Case, Fannin County Purchasing Agent at 903-583-0054.**

Comments/Exceptions:

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